LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — EFFECT OF INTENT OF PARTIES. — The plaintiff was *cestui que trust* under a lease to his trustee. He took a new lease for a longer term, running directly to himself. The new lease was void. *Held*, that the original lease is not surrendered by operation of law. *Zick* v. *London United Tramways, Ltd.*, [1908] 2 K. B. 126. See NOTES, p. 55.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — SUIT BY CORPORATION. — The defendant said that the plaintiff, a business corporation, was "composed of a lot of fakirs, robbers, thieves, and business pirates, who are devoted to fraudulent practices, and take advantage of men when in their weakest position to extort money from them and give them absolutely nothing in return." *Held*, that the plaintiff cannot maintain an action for slander. *Hapgoods* v. *Crawford*, 125 N. Y. App. Div. 856.

For a discussion of the principles involved, see 21 HARV. L. REV. 60.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — INFORMATION SUPPLIED BY COMMERCIAL AGENCY. — Communications made in good faith by a commercial agency to a subscriber who had specifically requested them, contained statements defamatory of the plaintiff's character. *Held*, that such communications are not privileged. *Macintosh* v. *Dun*, [1908] A. C. 390.

Statements, though defamatory, are privileged if made by one who has a legal or moral duty to do so, to one who is interested in the subject matter. *Rothhotz* v. *Dunkle*, 53 N. J. L. 438. So, a communication is privileged if made in answer to a proper inquiry. *Kine* v. *Sewell*, 3 M. & W. 297. The particular facts of the principal case come before the English courts for the first time, and the rule is departed from on the ground that public policy does not require protection of those who "trade in other people's character": competition, the court fears, will lead to malpractice in the collecting of information. This distinction is inconsistent with former decisions. The American courts recognize that modern business conditions demand that knowledge of the financial and personal trustworthiness of a firm be readily ascertainable, and they accordingly protect a commercial agency which has transmitted communications, confidentially and in good faith, to a customer having an interest in the subject matter. *Ormsby* v. *Douglass*, 37 N. Y. 477. Information, however, which is volunteered, such as a general report sent out to subscribers, is not privileged. *Douglass* v. *Daisley*, 114 Fed. 628.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — WHERE AND WHEN CAUSE OF ACTION ARISES. — The defendant executed promissory notes in Kansas payable in that state. Before they became due he removed to Washington, where he remained for the statutory period. He then went to Idaho, where suit was brought. An Idaho statute provided that "when a cause of action has arisen in another state, . . . and by the laws thereof an action cannot there be maintained against a person by reason of the lapse of time, an action thereon shall not be maintained against him in this state." *Held*, that the action lies against the defendant. *West* v. *Theis*, 96 Pac. 932 (Idaho).

The result in such cases depends on the interpretation of the clause "when a cause of action has arisen." It has been held that a cause of action cannot arise in the state where a debt is payable when the debtor is not personally within the jurisdiction. *Luce* v. *Clark*, 49 Minn. 356. But the better view is that in such a case, wherever the debtor may be, a cause of action arises. *Doughty* v. *Funk*, 15 Okl. 643. Hence a cause of action arose in Kansas when the notes matured. *Lawson* v. *Tripp*, 95 Pac. 520 (Utah). It has been held that a cause of action arises whenever the courts of a state have power to adjudicate upon the particular matter involved. *Hyman* v. *McVeigh*, 10 Chi. L. N. 157 (Ill.). According to this doctrine a cause of action arose in Washington, as well as in Kansas, and being barred in Washington was barred in Idaho. But this reasoning confuses "cause arising" with "right accruing" and seems unsound. *McKee* v. *Dodd*, 93 Pac. 854 (Cal.). There-